UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/765,847	01/19/2001	Jose C. Brustoloni	Brustoloni 8-5	9246

			EXAMINER
46363	7590	05/16/2006	COLIN, CARL G

PATTERSON & SHERIDAN, LLP/
LUCENT TECHNOLOGIES, INC
595 SHREWSBURY AVENUE
SHREWSBURY, NJ 07702

ART UNIT	PAPER NUMBER
2136	

DATE MAILED: 05/16/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

PTO-90C (Rev. 10/03)

	Application No.	Applicant(s)
Office Action Summary	09/765,847	BRUSTOLONI ET AL.
	Examiner	Art Unit	
	Carl Colin	2136	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *24 February 2006*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-4, 6-12, 14-54 and 56* is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-4, 6-12, 14-54 and 56* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on *19 January 2001* is/are: a)☒ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application (PTO-152)
6) ☐ Other: _____.

DETAILED ACTION

Response to Arguments

1.   In response to communications filed on 2/24/2006, applicant has cancelled claims 5 and

55 and has amended claims 1, 8, and 53. The following claims 1-4, 6-12, 14-54, and 56 are

presented for examination.

2.   Applicant's remarks, pages 10-13, filed on 2/24/2006, with respect to the rejection of

claims 1 and 53 have been fully considered, but they are not persuasive. In response to

Applicant's remarks that Mansey does not disclose Internet access to one client, Examiner

respectfully disagrees. Although Mansey discloses PSTN, Mansey also discloses other types of

network services including the Internet. The host caller can perform pre-registration either by

accessing the intelligent peripheral via a telephone or from a personal computer via the Internet

(column 4, lines 14-17); a person may join a call by accessing the intelligent peripheral via a

personal computer connected through the Internet, the person selects the hyperlink displayed on

the web server's home page for accessing a conference call... (see column 4, lines 58-67). In

response to applicant's arguments against the references individually, such as Mansey's

reference, one cannot show nonobviousness by attacking references individually where the

rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208

USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986).

In response to applicant's argument that the references fail to show certain features of applicant's

invention, it is noted that the features upon which applicant relies (i.e., an Internet service

provider accessible via a LAN by client having no previous relationship i.e. pre-existing billing

conditions with the provider wherein a secure tunnel is established after a negotiation in access

terms) are not recited in the rejected claim(s). Although the claims are interpreted in light of the

specification, limitations from the specification are not read into the claims. See *In re Van

Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993). Examiner's broad interpretation of

the claim is reasonable that the establishing step is not in any specific order compared to the

negotiating step as the claim recites "establishing a secure tunnel…; negotiating at the first ..".

In addition, "no pre-existing billing condition" is not explicitly cited in the claims. Further, the

claim discloses a method for providing client access to the Internet or other network. Applicant

has amended the independent claims to include "constraining client device usage according to

said negotiated network usage terms said client device usage being measured as two or more of

an amount data received an amount of data transmitted and an elapsed time". Similar limitation

was recited in cancelled claims 5 and 55. Van Horne discloses measuring client device usage

according to elapsed time. Clark discloses a model for cost allocation and pricing in the Internet

according to negotiated network usage terms with a client, the client device usage being

measured as two or more of an amount data received an amount of data transmitted and an

elapsed time. Schuster also discloses constraining client device usage according to said

negotiated network usage terms said client device usage being measured as two or more of an

amount data received an amount of data transmitted and an elapsed time. Upon further

consideration, the claims are now rejected in view of Horne, Garrett, and Schuster and claims 23-

25 in view of Mansey. The dependent claims not challenged by applicant still apply in this

office action.

Claim Rejections - 35 USC § 103

3.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or

described as set forth in section 102 of this title, if the differences between the subject matter

sought to be patented and the prior art are such that the subject matter as a whole would have

been obvious at the time the invention was made to a person having ordinary skill in the art to

which said subject matter pertains. Patentability shall not be negatived by the manner in which

the invention was made.

3.1   **Claims 1-4, 6-12 and 14-22, 26-54, and 56** are rejected under 35 U.S.C. 103(a) as being

unpatentable over US Patent 6,128,601 to **Van Horne et al.** in view of US Patent Publication US

2002/0019875 to **Garrett et al.** and in view of US Patent 6,363,053 to **Schuster et al.**.

3.2   **As per claims 1 and 50, Van Horne et al.** substantially teaches a method and apparatus

for providing client access to the Internet or other network, comprising: offering, at a point of

service, a Local Area Network (LAN) connected to the Internet or other network, for example

(see figure 5 and column 8, lines 4-39 and lines 50-65); connecting at least one client computer

to said LAN, for example (see column 9, lines 12-32; column 7, lines 40-67; and figure 5);

configuring networking parameters of each of said at least one client computer, for example (see

column 4, lines 38-65 and column 10, lines 37-67); establishing a secure connection between the

service provider and each of said at least one client computer, such that the service provider

provides Internet or other network service through the secure connection to only each one of said

at least one client computer, for example (see column 9, lines 12-32 and column 10, lines 27-67;

column 14, line 35 through column line 15, line 25); and providing the Internet or other network

service at the first point of service to each one of the at least one client computer in accordance

with the network usage terms and prices via a second point of service associated with the service

provider, for example (see column 9, lines 12-32; column 7, lines 40-67 and column 4, lines 10-

65). (See also column 17, line 50 through column 18, line 31 and column 19, line 59 through

column 20 for more details on network usage terms and prices). **Van Horne** discloses (column

9, lines 12-33) a plurality of access ports connected via a LAN to server 110 (that meets the

recitation of micro service provider), the server is connected to a router via a communication

interface, the router transmits and receives information to and from the ECN (a second point of

service associated with the service provider), column 6, lines 35-65 describe the ECN as

including Internet, on-line services, dial up computer servers, WAN, … ECN are accessed by

means of ISP, OSP, computer servers , WAN servers, etc.; the ECN also meets the recitation of

another service provider. See also column 14, line 35 through column line 15, line 25).

Therefore, the reference clearly discloses "wherein a service provider that provides the client

access obtains access services from another service provider". **Van Horne** further discloses in

another embodiment the server 110 using a T1, ADSL or other high speed transmission line to

communicate with the ECN and using a second different interface to communicate with the

client (column 7, line 40 through column 8, line 18). **Van Horne et al.** discloses establishing a

secure connection between the client and the service provider at the first point of access, but does

not explicitly state using "a secure tunnel", which is well known in the art, or exchanging

authentication certificate as recited in claim 53 which is notoriously well known. **Garrett et al.**

in an analogous art teaches establishing a secure tunnel between the service provider and each of

said at least one client computer, such that the service provider provides Internet or other

network service through the secure tunnel to only each one of said at least one client computer.

In one embodiment, a VLAN is used in order to maintain control and isolate traffic to individual

services/service providers, for example (see page 2, paragraph 0019 and page 3, paragraphs

0021-0026). **Garrett et al.** also discloses to implement the invention using a number of different

communication protocols, such Internet protocols are very well known in the art as disclosed, for

example (see page 1, column 0010). For instance RFC 1426 and 1826 discuss Certificate Key-

Based Management, exchanging authentication certificates, IP authentication header, packet

encryption, and Certificate Authority, etc. Therefore, it would have been obvious to one of

ordinary skill in the art at the time the invention was made to modify the method of **Van Horne**

et al. to establish a secure tunnel with said service provider by exchanging secrets with the first

access point of said service provider, in order to provide Internet or other network service

through the secure tunnel to only each one of said at least one client computer by encapsulating

traffic; maintain control and provide initialization and authentication procedures between the

service provider and the client as taught by **Garrett et al.**. This modification would have been

obvious because one skilled in the art would have been motivated by the suggestions provided by

Garrett et al. so as to provide Internet or other network service through the secure tunnel to only

each one of said at least one client computer by encapsulating traffic; maintain control and

provide initialization and authentication procedures between the service provider and the client, for example (see page 1, column 0010 and page 3, paragraph 0019).

Van Horne et al. discloses selecting billing options at the point of service, and also discloses billing preferences, and network usage terms and prices with each one of said at least one client computer, connections can be metered allowing billing based on system use, various payment options can be selected for use by client systems, for example (see column 4, lines 24-65; see also column18 lines 41 et seq.). **Van Horne et al.** also discloses constraining client device usage according to network usage term and prices since billing charges are tracked and monitored and connections are metered allowing billing based on system usage and activity time (see column 4, lines 10-52). Although not using the term negotiating or contract, it is obvious to one skilled in the art that the billing options and preferences disclosed by **Van Horne et al.** may also imply the selection or negotiation of term and prices which does not depart from the spirit and scope of the invention as term usage and prices may be displayed to the user as shown in an exemplary embodiment, for example in figure 16. (See also column 19, line 59 through column 20, line 40; and column 21, lines 1-15 where user is provided with billing charges and usage statistics). **Schuster et al** in an analogous art teaches a method for measuring client usage term and prices including negotiating, at the point of service, the network usage terms and prices with each one of said at least one client computer, for example (see column 1, line 47 through column 2, line 13); constraining client device usage according to said negotiated network usage terms said client device usage being measured as two or more of an amount data received an amount of data transmitted and an elapsed time (see column 9, line 60 through column 10, line 35 and column 13, line 51 through column 14, line 1). **Schuster et al** further

discloses that the invention is advantageous as it provides packet loss, throughput and jitter, and latency to be measured by comparing the traffic that was transmitted to the traffic received and in addition, provides user the option of determining which service level provides the best price/performance tradeoff for the user's needs (see column 13, line 17 through column 14, line 1). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of **Van Horne et al.** to negotiate, at the point of service, the network usage terms and prices with each one of said at least one client computer and constraining client device usage according to said negotiated network usage terms said client device usage being measured as two or more of an amount data received an amount of data transmitted and an elapsed time as taught by **Schuster et al.** This modification would have been obvious because one of ordinary skill in the art would have been motivated by the suggestions provided by **Schuster et al.** so as to provide continuous tracking and displaying of the running costs during usage of the service and allows the user to determine which service level provides the best price/performance tradeoff according to the user's needs, for example (see column 13, line 50 through column 14, line 1).

As per claim 53, **Van Horne et al.** substantially teaches a method and apparatus for providing metered access to the Internet comprising: accessing via a Local Area Network (LAN) the Internet utilizing a first point-of-access of a service provider, for example (see figure 5 and column 8, lines 4-39 and lines 50-65; column 9, lines 12-32; column 7, lines 37-67); establishing a secure connection between the service provider and each of said at least one client computer, such that the service provider provides Internet or other network service through the secure

connection to only each one of said at least one client computer, for example (see column 9, lines

12-32 and column 10, lines 27-67; column 14, line 35 through column line 15, line 25); and

accessing the Internet from said service provider according to negotiated network usage terms

via a second point of access of said service provider, for example (see column 9, lines 12-32;

column 7, lines 40-67 and column 4, lines 10-65). (See also column 17, line 50 through column

18, line 31 and column 19, line 59 through column 20 for more details on network usage terms).

Van Horne discloses (column 9, lines 12-33) a plurality of access ports connected via a LAN to

server 110 (that meets the recitation of micro service provider), the server is connected to a

router via a communication interface, the router transmits and receives information to and from

the ECN (a second point of service coupled between the first point of access and the Internet),

column 6, lines 35-65 describe the ECN as including Internet, on-line services, dial up computer

servers, WAN, ... ECN are accessed by means of ISP, OSP, computer servers , WAN servers,

etc.; the ECN also meets the recitation of another service provider. See also column 14, line 35

through column line 15, line 25). Therefore, the reference clearly discloses "wherein a service

provider that provides the client access obtains access services from another service provider".

Van Horne further discloses in another embodiment the server 110 using a T1, ADSL or other

high speed transmission line to communicate with the ECN and using a second different

interface to communicate with the client (column 7, line 40 through column 8, line 18). **Van**

Horne et al. discloses establishing a secure connection between the client and the service

provider at the first point of access, but does not explicitly state using "a secure tunnel by

exchanging authentication certificate", which is well known in the art, or exchanging

authentication certificate as recited in claim 53 which is notoriously well known. **Garrett et al.**

in an analogous art teaches establishing a secure tunnel between the service provider and each of

said at least one client computer, such that the service provider provides Internet or other

network service through the secure tunnel to only each one of said at least one client computer.

In one embodiment, a VLAN is used in order to maintain control and isolate traffic to individual

services/service providers, for example (see page 2, paragraph 0019 and page 3, paragraphs

0021-0026). **Garrett et al.** also discloses to implement the invention using a number of different

communication protocols, such Internet protocols are very well known in the art as disclosed, for

example (see page 1, column 0010). For instance RFC 1426 and 1826 discuss Certificate Key-

Based Management, exchanging authentication certificates, IP authentication header, packet

encryption, and Certificate Authority, etc. Therefore, it would have been obvious to one of

ordinary skill in the art at the time the invention was made to modify the method of **Van Horne**

et al. to establish a secure tunnel with said service provider by exchanging authentication

certificate with the first access point of said service provider, in order to provide Internet or other

network service through the secure tunnel to only each one of said at least one client computer

by encapsulating traffic; maintain control and provide initialization and authentication

procedures between the service provider and the client as taught by **Garrett et al.**. This

modification would have been obvious because one skilled in the art would have been motivated

by the suggestions provided by **Garrett et al.** so as to provide Internet or other network service

through the secure tunnel to only each one of said at least one client computer by encapsulating

traffic; maintain control and provide initialization and authentication procedures between the

service provider and the client, for example (see page 1, column 0010 and page 3, paragraph

0019).

Van Horne et al. discloses selecting billing options at the point of service, and also discloses billing preferences, and network usage terms and prices with each one of said at least one client computer, connections can be metered allowing billing based on system use, various payment options can be selected for use by client systems, for example (see column 4, lines 24-65; see also column18 lines 41 et seq.). **Van Horne et al.** also discloses constraining client device usage according to network usage term and prices since billing charges are tracked and monitored and connections are metered allowing billing based on system usage and activity time (see column 4, lines 10-52). Although not using the term negotiating or contract, it is obvious to one skilled in the art that the billing options and preferences disclosed by **Van Horne et al.** may also imply the selection or negotiation of term and prices which does not depart from the spirit and scope of the invention as term usage and prices may be displayed to the user as shown in an exemplary embodiment, for example in figure 16. (See also column 19, line 59 through column 20, line 40; and column 21, lines 1-15 where user is provided with billing charges and usage statistics). **Schuster et al** in an analogous art teaches a method for measuring client usage term and prices including negotiating, at the point of service, the network usage terms and prices with each one of said at least one client computer, for example (see column 1, line 47 through column 2, line 13); constraining client device usage according to said negotiated network usage terms said client device usage being measured as two or more of an amount data received an amount of data transmitted and an elapsed time (see column 9, line 60 through column 10, line 35 and column 13, line 51 through column 14, line 1). **Schuster et al** further discloses that the invention is advantageous as it provides packet loss, throughput and jitter, and latency to be measured by comparing the traffic that was transmitted to the traffic received and in

addition, provides user the option of determining which service level provides the best

price/performance tradeoff for the user's needs (see column 13, line 17 through column 14, line

1). Therefore, it would have been obvious to one of ordinary skill in the art at the time the

invention was made to modify the method of **Van Horne et al.** to negotiate, at the point of

service, the network usage terms and prices with each one of said at least one client computer

and constraining client device usage according to said negotiated network usage terms said client

device usage being measured as two or more of an amount data received an amount of data

transmitted and an elapsed time as taught by **Schuster et al.** This modification would have been

obvious because one of ordinary skill in the art would have been motivated by the suggestions

provided by **Schuster et al.** so as to provide continuous tracking and displaying of the running

costs during usage of the service and allows the user to determine which service level provides

the best price/performance tradeoff according to the user's needs, for example (see column 13,

line 50 through column 14, line 1).

As per claim 2, the combined references disclose the limitation of further comprising

establishing a contract at the first point of service wherein the contract defines the network usage

terms and prices negotiated between the client and the service provider (see **Schuster et al,**

column 1, line 60 through column 2, line 13). Therefore claim 2 is rejected on the same

rationale as the rejection of claim 1 above.

As per claim 3, the combined references disclose the limitation of establishing new

service contract for a particular usage based on time, service, per usage charging etc. that meets

the recitation of wherein the contract does not depend on a previous or subsequent relationship

between client and service provider; (see **Schuster et al**, column 1, line 60 through column 2,

line 13).   Therefore claim 3 is rejected on the same rationale as the rejection of claim 1 above.

As per claim 4, the combined references disclose the limitation of wherein the user of the

client computer may select as short a contract term as the user of the client computer desires (see

Schuster et al, column 1, line 60 through column 2, line 13).   Therefore claim 4 is rejected on

the same rationale as the rejection of claim 1 above.

As per claim 6, the combined references disclose the limitation of wherein the client may

choose a contract per time or per usage charging that meets the recitation of a hard usage limit

such that the service provider terminates the contract when the hard limit is reached (see

Schuster et al, column 1, line 60 through column 2, line 13).   Therefore claim 6 is rejected on

the same rationale as the rejection of claim 1 above.

As per claim 7, Van Horne et al. discloses the limitation of wherein the client may

choose a hard usage limit, such that the service provider terminates the contract when the hard

limit is reached, for example (see column 17, lines 12-36).

As per claim 8, Van Horne et al. discloses the limitation of where, after receiving a

deposit, the service provider sends to the client computer a receipt that the client computer may

use to recover from a client computer or service provider failure, obtaining access again on the
same contract, for example (see column 17, line 4 through column 18, line 12).

As per claim 9, Van Horne et al. discloses the limitation of wherein the receipt contains
all the information required for recovery, for example (see column 17, line 4 through column 18,
line 12).

As per claim 10, Van Horne et al. discloses the limitation of wherein the contract is
established and the client may monitor and control its usage via a Transport Layer Security
protocol or via a Secure Socket Layer connection as discussed above, for example (see columns
16-17) and **Schuster et al.** discloses establishing a contract. Therefore, claim 10 is rejected on
the same rationale as the rejection of claims 1 and 53 above.

As per claims 11 and 12, Van Horne et al. discloses the limitation of wherein the
service provider owns or rents the premises at the point of access, wherein access is provided in
one of an airport, hotel, conference center, or a multi-tenant building for example (see column 4,
lines 54-65).

As per claim 14, Van Horne et al. discloses the limitation of wherein a service provider
that provides client access is connected to the Internet by one or more Digital Subscriber Lines
(DSL), T1 or other dedicated telephone lines, Integrated Services Digital Network (ISDN) lines,
or cable modems, for example (see column 7, lines 50-65).

As per claims 15 and 17, Garrett et al. discloses the limitation of wherein a service provider that provides the client access uses Network Address Translation, for example (see page 1, paragraph 0002 and 0010), and wherein the network configuration of client computers is performed by the Dynamic Host Configuration Protocol, for example (see page 2, paragraph 0019). Therefore, claims 15 and 17 are rejected on the same rationale as the rejection of claim 1 above.

As per claim 16, Van Horne et al. discloses the limitation of wherein the network configuration of client computers is automatic, for example (see column 11, lines 32-35).

Claims 18-20 recite authentication of packets between the service provider and the client and encrypting packets, which was discussed in claims 1 and 23 above. Therefore, claims 18-20 are rejected on the same rationale as the rejection of claim 1 above.

As per claim 21, Garrett et al. discloses the limitation of wherein the client computer may choose whether packets sent from or via a service provider to the client computer should be authenticated, or whether packets sent between the client computer and a service provider should be encrypted, for example (see page 3, paragraph 0024 and page 2, paragraph 18) and is also well known in the art as discussed in RFC 1826. Therefore, claim 21 is rejected on the same rationale as the rejection of claims 1 and 23 above.

As per claim 22, Van Horne et al. discloses selecting billing options at the point of service, and also discloses billing preferences, and network usage terms and prices with each one of said at least one client computer, connections can be metered allowing billing based on system use, various payment options can be selected for use by client systems, for example (see column 4, lines 24-65; see also column18 lines 41 et seq.) that meets the recitation of wherein the client may choose how a service provider measures the client usage. (See also Schuster, column 11, line 55 through column 12, line 7).

As per claims 26-29, Van Horne et al. discloses the limitation of wherein payment is by one or more of the following options: cash, credit card, and debiting from another account and further comprising the client paying for said Internet or other network service, wherein the payment is online, for example (see column 13, line 49 through column 14, line 36). It is obvious that the online payment can be performed by one of the companies eCASH®. SECURE ELECTRONIC TRANSACTIONS (SET)®, IBM MICROPAYMENTS®, or MILLICENT®.

As per claim 30, the combined references disclose the limitation of a user of a client computer may monitor and control the client computer usage, (see Schuster et al, column 5, lines 26-28; column 13, lines 50 through column 14, line 8; and column 11, line 55 through column 12, line 41). Therefore claim 30 is rejected on the same rationale as claim 1 above.

As per claims 31-32, Van Horne et al. discloses the limitation of wherein the user of the client computer, before gaining service pays to the service provider a deposit, and, when the user

requests contract termination, the service provider returns to the user the difference between the

deposit and actual usage for example (see column 19, line 59 through column 20, line 40; and

column 21, lines 1-15). It is apparent to one skilled in the art that the service provider returns to

the user the balance, which is the difference between the deposit and actual usage.

As per claims 33-35, Van Horne et al. discloses the limitation of wherein the client

computers are not portable and wherein the client computers are portable, wherein the client

computers are wearable, for example (see column 6, lines 35-65).

As per claims 36-38, Van Horne et al. discloses the limitation of using LAN as

Ethernet, wireless network or any other communication network known in the art (column 7, line

40 through column 8, line 65).

Claims 39-48 and 54 recite standard Internet Protocols well known in the art discussed

above in claim 1. Claims **39-40** are disclosed in claim 1, for example (see **Garrett et al.** page 1,

paragraph 0010). Claims **41-44** recite limitation of using authentication certificate signed by a

certification authority and the limitation of wherein the client computer uses a self-signed

certificate and the certificate includes information of the service providers. **Garrett et al.** also

suggests to implement the invention using a number of different communication protocols, such

Internet protocols are very well known in the art as disclosed, for example (see page 1, column

0010). For instance RFC 1426 and 1826 discuss Certificate Key-Based Management,

exchanging authentication certificates, IP authentication header, packet encryption, and

Certificate Authority, etc. (see RFC documentation provided); For instance, (X.509 architecture)

disclose authentication certificate by a certification authority including the content of a

certificate. As per **claims 45-48**, RFC 1825 also discloses authentication header, ESP, etc. .

Therefore, claims 39-48 and 54 are rejected on the same rationale as the rejection of claims 1 and

53 above.

As per claims 49, 51, and 52, Garrett et al. discloses the limitation of wherein the user

of the client computer does not reveal its identity to the service provider, for example (see page

4, paragraph 0031) and also discloses wherein service provider functionality is implemented by

an integrated router/server or implemented by separate router and server, for example (see page

2, paragraph 0013). Therefore, claims 49, 51, and 52 are rejected on the same rationale as the

rejection of claims 1 and 53 above.

As per claim 56, the combined references disclose the limitation of wherein the contract

established between the client and the service provider to access the Internet can last for a

duration selected by the client (see column 2, lines 1-13). Therefore, claim 56, is rejected on the

same rationale as the rejection of claim 53 above.

4.   **Claims 23-25,** are rejected under 35 U.S.C. 103(a) as being unpatentable over US Patent

6,128,601 to **Van Horne et al.** in view of US Patent Publication US 2002/0019875 to **Garrett et**

al. and in view of US Patent 6,363,053 to **Schuster et al** as applied to claim 1 and further in

view of US patent 6,023,499 to **Mansey et al.**

As per claims 23 and 24, the combined references disclose the claimed method of claim 1. Schuster et al further discloses the client may select a contract of any type of usage based on flat rate, per-time, per usage charging, etc. Neither of the references explicitly disclose the user may resume service and set a new soft limit by sending a message to the service provider. Mansey et al in an analogous art teaches a method for providing cost effective access to the Internet using different billing arrangements (see column 2, lines 40-60) and further teaches the client may choose a soft usage limit, such that the service provider suspends service to the client when the soft limit is reached and sends a notification to the client, and the client may resume service and set a new soft limit by sending a message to the service provider, further comprising the client paying for said Internet or other network service, wherein the payment is offline, for example (see column 6, lines 5-37). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to include the features of allowing the user to set a new soft limit when the limit is reached as per the teaching of Mansey et al into the method as combined above for the purpose of providing the user to continue usage beyond the previously defined termination point. One of ordinary skill in the art would have been motivated to do so it would allow the user to continue usage beyond the previously defined termination point as suggested by Mansey et al (column 6, lines 5-37), thereby saving time and resource rather than establishing a new contract and new connection.

As per claim 25, Van Horne et al. discloses the limitation of wherein payment is by one or more of the following options: cash, credit card, and debiting from another account and

further comprising the client paying for said Internet or other network service, wherein the

payment is online, for example (see column 13, line 49 through column 14, line 36).

Conclusion

5.   Applicant's amendment necessitated the new ground(s) of rejection presented in this

Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a).

Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within TWO

MONTHS of the mailing date of this final action and the advisory action is not mailed until after

the end of the THREE-MONTH shortened statutory period, then the shortened statutory period

will expire on the date the advisory action is mailed, and any extension fee pursuant to 37

CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event,

however, will the statutory period for reply expire later than SIX MONTHS from the date of this

final action.

5.1   Any inquiry concerning this communication or earlier communications from the

examiner should be directed to Carl Colin whose telephone number is 571-272-3862. The

examiner can normally be reached on Monday through Thursday, 8:00-6:30 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Ayaz Sheikh can be reached on 571-272-3795. The fax phone number for the

organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent

Application Information Retrieval (PAIR) system. Status information for published applications

may be obtained from either Private PAIR or Public PAIR. Status information for unpublished

applications is available through Private PAIR only. For more information about the PAIR

system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private

PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Carl Colin
Patent Examiner
May 11, 2006

AYAZ SHEIKH
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 2100